#### **Antitrust Division**

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Re:		
Dear		
of the United States or other is	Department of Justice and	of an agreement between the Antitrust Division in connection with possible if the Sherman Act, 15 U.S.C. § 1, in the For purposes of this letter and supposes the satisfying the conditions set
forth below. After a	ll of these conditions are met, the	
	ammesty application will not con	stitute a waiver of the attorney-client privilege
	AGREEM	ent
1. Represent	tations:	şubsidiaries
the Sherman Act is anticompetitive activ	ne Antitrust Division possible  n the  vity being reported").  anticompetitive activity being re	or other conduct violative of  ("the represents to the Antitrust Division that, in ported, it:
(a)	took prompt and affective acti activity being reported upon di	ion to terminate its part in the anticompetitive iscovery of the activity; and
(ъ)		to participate in the activity and was not the the activity being reported.
2. Cooperation the Antitrust Division following:		e full, continuing and complete cooperation to seing reported, including, but not limited to, the
(m)	providing a full exposition of anticompetitive activity being	

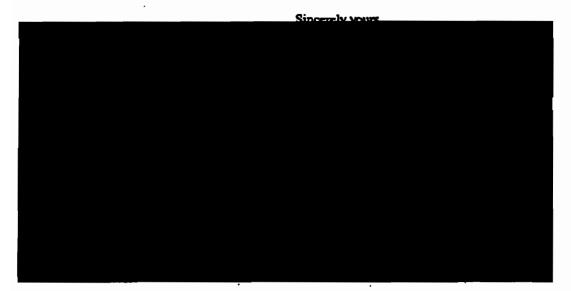
- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.
- 3. Corporate Leniency: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part B of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrist Division at any time determines that has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of nto the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against without limitation. Should such a prosecution be initiated, any documentary of other information provided by

statements or other information provided by any current or former director, officer or employee of the Antitrust Division pursuant to this Agreement, may be used against in any such prosecution.

- 4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to full, continuing and complete cooperation, the Antitust Division agrees that current and former directors, officers and employees of excluding excluding who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
  - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
  - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
  - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
  - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
  - (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402), and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Apreement: This letter constitutes the entire agreement between the Antitrust Division and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.





### **Antitrust Division**

Dear	
This letter	sets forth the terms and conditions of an agreement between the Antitrust
	ited States Department of Justice and
	or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1,
in the	This agreement
is conditional and	
	e met, the Division will notify the manufacture writing that the application has been agreed that disclosures made by counsel for the manufacture in furthersnee of the
	will not constitute a waiver of the attorney-client privilege or the work-
	ACREEMENT
1. Represe	
	or other conduct violative of the
	re activity being reported")represents to the Antitrust Division that, the anticompetitive activity being reported, it:
(a)	took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
<b>(b</b> )	did not cocree any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.
2. Coopera the Antitrust Division the following:	tion: agrees to provide full, continuing and complete cooperation to on in connection with the activity being reported, including, but not limited to,
(a)	providing a full exposition of all facts known to providing relating to the anticompetitive activity being reported;

- (b) providing promptly, and without requirement of subposes, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- (c) using its best efforts to secure the ongoing, full, and truthful cooperation of the current directors, officers and employees of such and encouraging such persons voluntarily to provide the Antitust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews, and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.

3. Corporate Lealency: Subject to verification of	
I above, and subject to its full, continuing and complete cooperation,	as described in paragraph 2
above, the Antitrust Division agrees conditionally to accept	into Part B of the Corporate
Leniency Program, as explained in an Antitrust Division policy states	ment dated August 10, 1993
(attached). Pursuant to that policy, the Antitrust Division agrees not	to bring any criminal
prosecution against for any act or offense it may have comm	itted prior to the date of this
letter in connection with the anticompetitive activity being reported.	The commitments in this
paragraph are binding only upon the Antitrust Division, although, upon	on request of the
Antitrust Division will bring this Agreement to the attention of other	prosecuting offices or
administrative agencies. If the Antitrust Division at any time determine	ines that the has violated
this Agreement, this Agreement shall be void, and the Antitrust Divis	ion may revoke the
conditional acceptance of the component Leniency Programme Leniency Programme Corporate	am. Should the Antitrust

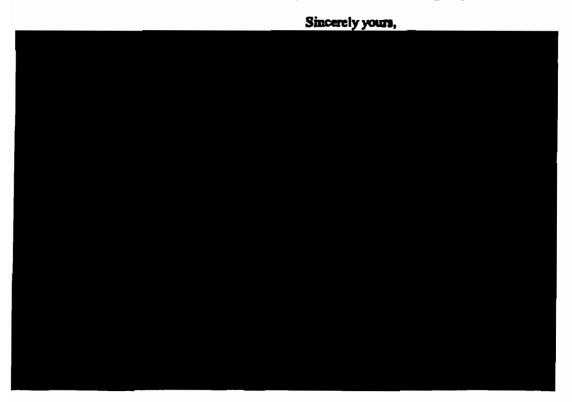
Division revoke the conditional acceptance of	
	ninal prosecution against without limitation
Should such a prosecution be initiated, any doc	numentary or other information provided by
as well as any statements or other infe	numation provided by any current director, officer or
employee of the Antitrust Division	pursuant to this Agreement, may be used against
in any such prosecution.	

- 4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to fall, continuing and complete cooperation, the Antitrust Division agrees that current directors, officers and employees of two admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
  - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
  - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
  - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
  - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
  - (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621) and making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current director, officer or employee of the fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency,

immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.





### Antitrust Division

Re:	
Dear	
This letter sets forth the tem Antitrust Division of the United Stat	ns and conditions of an agreement between the
subsidiaries in connect	ion with possible or other conduct
violative of Section 1 of the Sherma	
satisfying the conditions set forth be Division will notify in writing agreed that disclosures made by a application will not constitute a wait work-product privilege. Moreover, or work-product privilege.	ment is conditional and depends upon elow. After all of these conditions are met, the that the application has been granted. It is further punsel for the in furtherance of the amnesty wer of the attorney-client privilege or the consistent with Division policy, the Division agrees
that it will not disclose to	information obtained from
	AGREEMENT
Representations:  or other conduct	desires to report to the Antitrust Division possible violative of the Sherman Act in the "the anticompetitive activity"
being reported"). represent the anticompetitive activity being re	ts to the Antitrust Division that, in connection with
	d effective action to terminate its part in the activity being reported upon discovery of the

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- (b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.
- 2. Cooperation: agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:
  - (a) providing a full exposition of all facts known to relating to the anticompetitive activity being reported:
  - (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
  - (c) using its best efforts to secure the ongoing, full, and truthful cooperation of the current and former directors, officers and employees of and encouraging such persons voluntarity to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
  - (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division at Expense;
  - (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
  - (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
  - making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.

- Corporate Leniency: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against without limitation. Should such a prosecution be initiated, any documentary or other information provided by as well as anv statements or other information provided by any current and former director, officer or employee of to the Antitrust Division pursuant to this Agreement, may be used in any such prosecution. against
- 4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
  - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
  - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States:
  - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information:
  - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he

- or she may have relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621) and making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement. This letter constitutes the entire agreement between the Antitrust Division and and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.



#### Antitrust Division

		•
Dear		
	This letter sets forth the terms and conditions of a	n agreement between the Ant
be i	United States Department of Justice and	in connec

This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and

Dr other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the S

#### AGREEMENT

	desires to report to the Anticrast Division possible
or other	r conduct violative of the Sherman Act in the
represents to	the Antitrust Division that, in connection with the anticompetitive
activity balog reported, it:	

- (a) took prompt and effective action to terminate its part in the activity upon discovery of the activity; and
- (b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the activity.
- 2. Cooperation: agrees to provide full, continuing and complete cooperation to the Antitrust Division is connection with the activity being reported, including, but not limited to, the following:
  - (a) providing a full exposition of all facts known to relating to the reported activity:
  - (b) providing promptly, and without requirement of subpoens, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent sot already produced;

- (c) using its best efforts to secure the complete, candid and truthful cooperation of its current directors, officers and employees, and encouraging such persons voluntarily to provide the Antitrust Division with any information relevant to possible or other conduct violative of 15 U.S.C. § 1 in the
- (d) facilitating the ability of current directors, officers and employees to appear for such interviews or testimony as the Autitrust Division may require at their and places designated by the Autitrust Division;
- (e) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division respond completely, candidly and truthfully to all questions asked in interviews, and grand jury appearances and at trial:
- (f) using its best efforts to ensure that current directors, officers and employees who provide information to the Astitrust Division make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of an other conduct violative of 15 U.S.C. § It in the in which was a participant.
- 3. Corporate Leniency: Subject to verification of representations in paragraph 1 above. and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part B of the Corporate Leniency Program. as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursulant to that policy, the Autitrast Division agrees not to bring any criminal prosecution against for eary set or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported in the The commitments in this paragraph/are binding only upon the Anticust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that the property of this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of the into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against without limitation. Should such a prosecution be initiated, any documentary or other information as well as any statements or other information provided by any current director. provided by to the Antitrust Division pursuant to this Agreement, may be used against officer or employee of in any such prosecution.
- 4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current

Page 3

directors, officers and employees of the who admit their knowledge of, or perticipation in, and fully and truthfully cooperate with the Antitrost Division is its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or officese committed during their period of employment at the anticompetitive activity being reported in the cooperation shall include, but not be limited to:

- (a) making his relevant personal documents and records available in the United States to attorneys and agents of the United States;
- (b) making himself available in the United States to attoracys and agents of the United States for interviews;
- (c) responding fully and truthfully to all inquiries of the United States in connection with

  with

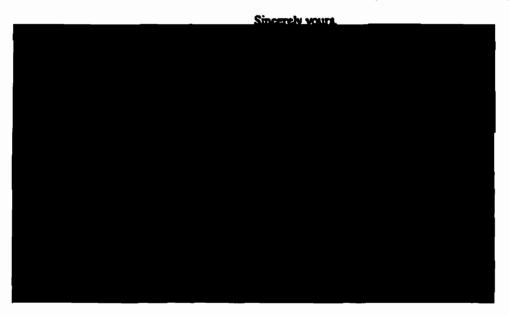
  without raisely implicating any person or intentionally withinding any information;
- (d) otherwise giving the United States access to knowledge or information he may have relevant to
- (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621) and making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), in connection with

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current director, officer or employee of the falls to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any lealency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statement or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

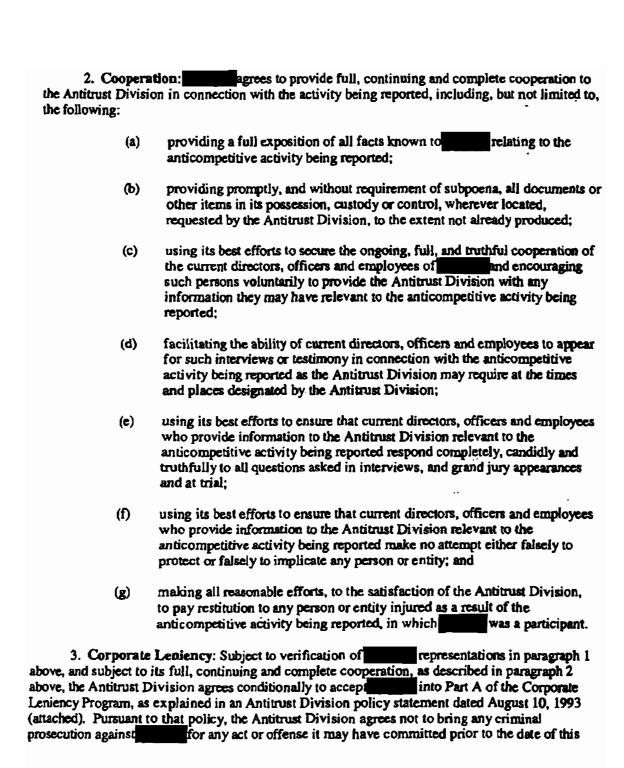


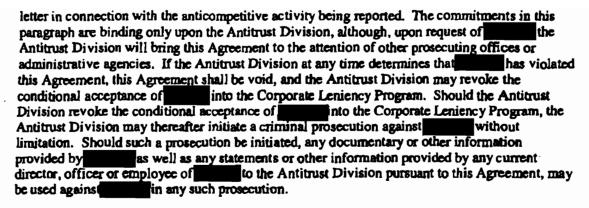
6. Authority And Capacity: The Anticust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.





	Antitrust Division
	Anutiost Division
Re:	
Division of the Unwith possible of Section 1 of the agreement is condicated application has been application has been application of the Unwith Property of the	sets forth the terms and conditions of an agreement between the Antitrust ited States Department of Justice and as defined below, in connection or other conduct violative Sherman Act, 15 U.S.C. § 1, in the stional and depends upon satisfying the conditions set forth below, onditions are met, the Division will notify in writing that the granted. It is further agreed that disclosures made by counsel for improvement application will not constitute a waiver of the attorney-client privilege to privilege.
	AGREEMENT
I. Represe	ntations:
	desire to report to the Antitrust Division possible or other conduct violative of the ("the anticompetitive activity being represents to the Antitrust Division that, in connection with the vity being reported, it:
(a)	took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
(6)	did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.



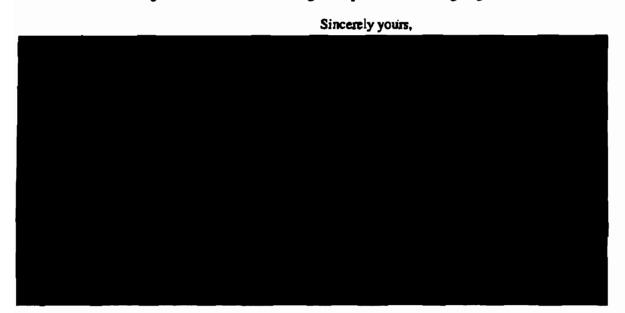


- 4. Non-Presecution Protection For Corporate Directors, Officers And Employees: Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current directors, officers and employees of the consultance of the consu
  - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
  - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
  - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
  - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
  - (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621) and making false statements or declarations in grand jury or court proceedings (18

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#### **Aptitrust Division**

		-	
Dear Sirs:			
	ts forth the terms and condition and States Department of Justice		een the Antitrust
	on with possible		iolative of Section 1 of
Division will notify disclosures made by	in writing that the applications for in furtherance in furtherance counsel for in furtherance cy-client privilege or the work-process began	. After all of these contion has been granted.  s of the amnesty applic	It is further agreed that sation will not constitute
	AGREEM	ENT	
1. Represents	ations: desires to report to aduct violative of Section 1 of		
Antitrust Division the	("the anticompetitive activity it, in connection with the antico		
(a)	took prompt and effective activity being reported upon d		
<b>(b)</b>	did not coerce any other party leader in, or the originator of,		
2. Cooperation Antitrust Division in coolowing:	agrees to provide full, connection with the activity bei		
(a)	providing a full exposition of anticompetitive activity being		relating to the

- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- (c) using its best efforts to accure the ongoing, full and truthful cooneration of the current and former directors, officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (c) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.
- Corporate Leniency: Subject to verification of presentations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part B of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against for any act or offense it may have committed prior to connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that the has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of the into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against without limitation. Should such a prosecution be

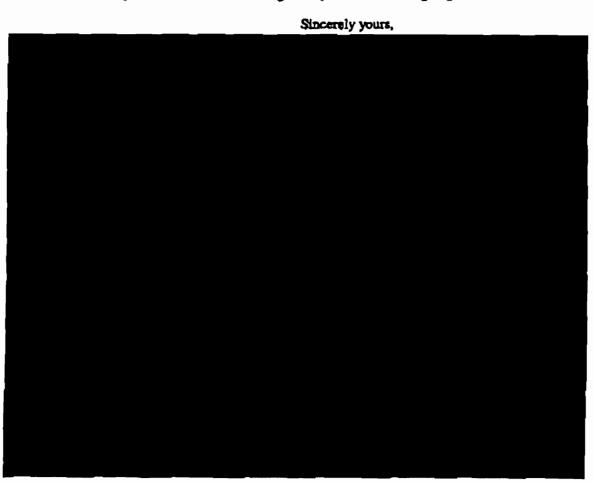
initiated, any documentary or other information provided by the same as well as any statements or other information provided by any current or former director, officer or employee of the Antitrust Division pursuant to this Agreement and including any statements made to the Antitrust Division by any officer or employee of the Antitrust Division by a

- 4. Non-Prosecution Protection For Corporate Directors, Officers And Employees:
  Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at prior to in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
  - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
  - (b) making himself or horself available for interviews in the United States upon the request of attorneys and agents of the United States;
  - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
  - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
  - (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will being this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter

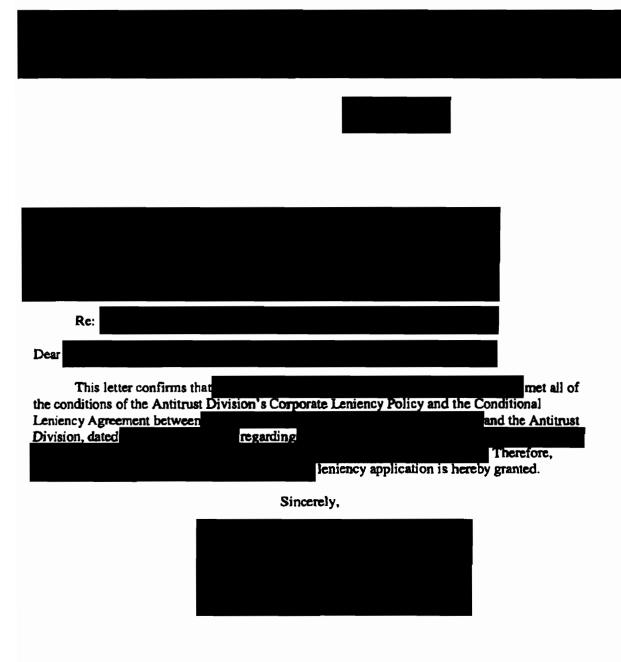
prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement and including any statement made by any officer or employee of to the Antitrust Division on many be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.





#### Antitrust Division





	Antiquet Division	
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The state of the s		
Re:		
Deta		
This letter sets forth the text	ns and conditions of an agreement between the Antitrust	
Division of the United States Dope connection with possible	of other conduct	
violative of Section 1 of the Shours	en Act, 15 U.S.C. § 1, in the Stional and depends upon	
enticlying the conditions set forth b	elow. After all of these conditions are met, the Division will	
notify agreed that disolosures made by co-	in writing that the application has been granted. It is further ented for the state of the	
emnesty application will not consti- product privilego.	tute a waiver of the attenney-client privilege or the week-	
	AGREGATION	
1. Representations:	paretit	
nibeldigries.	0.000	

DETECT) CLE ETO COMP. desire to report to the or other conduct represents to the Antitrust Division that, in

- took prompt and effective action to terminate its part in the entirempetitive activity being reported upon discovery of the activity; and
- did not course any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported. **(b)**

- 2. Cooperation: Examination to the Antirust Division in connection with the activity being reported, including, but not limited to, the following:
  - (a) providing a full exposition of all facts known to stating to the satisfactor activity being reported;
  - (b) providing promptly, and without requirement of subposse, all documents or other items in its possession, custody or control, wherever located, relevant to the enflowmentaire activity being reported, as requested by the Autimust Division, to the extent not already produced;
  - (e) using its best efforts to secure the engoing, full and graftful cooperation of the current and former directors, officers and employees of the current and former directors, officers and employees of the entire and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the enticompetitive activity being reported;
  - (d) facilitating the shility of surrect and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompositive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
  - (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompatitive activity being reported respond completely, candidly and truthfully to all questions saled in interviews, and grand jury appearance and at trial;
  - (f) using its best efforts to ensure that correct and figures directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
  - (g) making all researchie efforts, to the estimation of the Amitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which the was a participant.
- 3. Corporate Landency: Subject to varification of supersonnations in paragraph 1 above, and subject to its fail, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept subject Pear A of the Corporate Landency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (stacked). Pursuant to that policy, the Antitrust Division agrees not to bring any extrainal prosecution against the fact of this

letter in connection with the antiscompetitive activity being reported. The commitments in this paragraph are binding only upon the Antisrust Division, although, upon request of the Antisrust Division will bring this Agreement to the attention of other processing effices or administrative agencies. If the Antisrust Division at any time determines that this Agreement, this Agreement shall be void, and the Antisrust Division may revoke the conditional acceptance of the interest Division provides the conditional acceptance of the into the Corporate Lenisory Program, the Antisrust Division may thereafter initiate a criminal procession against without limitation. Should such a procession be initiated, any documentary or other information provided by any current or forcer director, other or employee of the Antisrust Division pursuent to this Agreement, may be used against in any such procession.

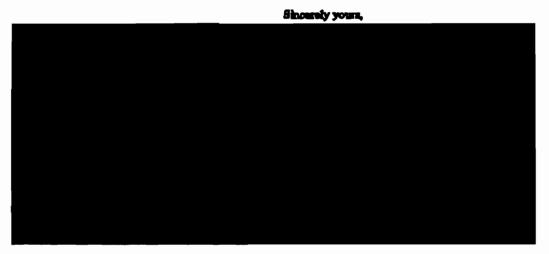
4. New-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to Market full, continuing and complete cooperation, the Architect Division agrees that cornent directors, officers and employees of the less well as former the bersonnel who do not consult or work, and have not coornised or worked since leaving, for any description in, and fully and truthfully cooperate with the Antitrust Division in its investigation of, the anticompetitive activity being reported, shall not be processed originally by the Antitrust Division for any act or offense committed during their period of employment states prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:

- (a) producing in the United States all documents and secords, including
  personal documents and records, and other materials relevant to the
  anticompetitive activity being reported, as requested by attorneys and
  agents of the United States;
- (b) making himself-herself available for interviews in the United States in connection with the sucleosuperitive activity being reported upon the request of attempts and agents of the United attes;
- (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive estivity being reported, without falsely implicating any person or intentionally withholding any information:
- (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) - (a) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully, and

under oath, subject to the penalties of perjury (18 U.S.C. § 1621) and making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employer of the state of the agreement as it pertains to such individual shall be void, and my lexicarry, incommity or non-prosecution granted to much individual under this Agreement may be revoked by the Antitrust Division. Should any lexicarry, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person exhainsally, and any statements or other information provided by such person to the Antitrust Division prevent to this Agreement may be used against himsher in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antisust Division and supersedes all prior understandings, if any, whether eral or written, relating to the subject matter herein.
- 6. Anthority And Capacity: The Antitrust Division and purposent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to excess this Agreement and to bind the respective parties hereto.





#### Antitrust Division

Alitidust Division
Dear
This letter sets forth the terms and conditions of an agreement between the Antitrust  Division of the United States Department of Justice and  affiliates, in connection with possible  or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the  This Agreement is  conditional and depends upon  satisfying the conditions set forth below. After all of these conditions are met, the Division will notify in writing that the application has been granted. It is further agreed that disclosures made by counsel for in furtherance of the amnesty application will not constitute a waiver of the attorney-client privilege or the work- product privilege.
AGREEMENT
1. Representations:  desires to report to the Antitrust Division possible or other conduct violative of the Sherman Act in the "the anticompetitive activity being reported").  Division that, in connection with the anticompetitive activity being reported, it:
<ul> <li>took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and</li> </ul>
(b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.
2. Cooperation: agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:
(a) providing a full exposition of all facts known to anticompetitive activity being reported;

- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.

3. Corporate Leniency: Subject to verification of	
paragraph 1 above, and subject to its full, continuing and complete coo	operation, as described in
paragraph 2 above, the Antitrust Division agrees conditionally to acce	pt nto Part A of
the Corporate Leniency Program, as explained in an Antitrust Divisior	n policy statement dated
August 10, 1993 (attached). Pursuant to that policy, the Antitrust Divi	ision agrees not to bring any
criminal prosecution against and act or offense it may have	e committed prior to the
date of this letter in connection with the anticompetitive activity being	reported. The
commitments in this paragraph are binding only upon the Antitrust Di	vision, although, upon
request of the Antitrust Division will bring this Agreement to	o the attention of other
prosecuting offices or administrative agencies. If the Antitrust Division	on at any time determines
that the state of	d, and the Antitrust
Division may revoke the conditional acceptance of into the C	corporate Leniency Program.
Should the Antitrust Division revoke the conditional acceptance of	nto the Corporate

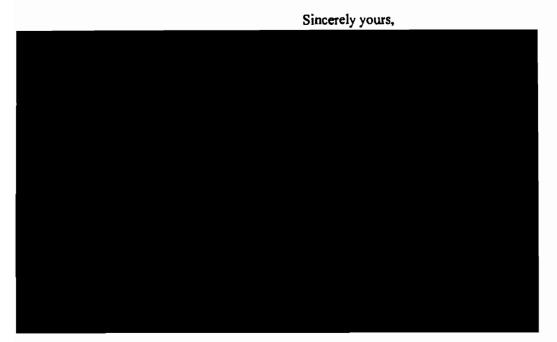
Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against
without limitation. Should such a prosecution be initiated, any documentary or other
information provided by as well as any statements or other information provided by any
current or former director, officer or employee of to the Antitrust Division pursuant to
this Agreement, may be used against in any such prosecution.

- 4. Non-Prosecution Protection For Corporate Directors, Officers And Employees:
  Subject to provide full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
  - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
  - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
  - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
  - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
  - (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of the state of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted

to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.





**Antimust Division** 

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	Re:					
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This lotter note forth the terms and conditions of an agreement between the Austrast
Division of the United States Department of Justice and
connection with possible
Section 1 of the Sherman Act, 15 U.S.C. § 1, in the
agreement is conditional and depends upon
set forth below. After all of these conditions are met, the Division will notify

set forth below. After all of these conditions are met, the Division will notify

disclassive made by counsel for
supplication will not constitute a waiver of the attorney-olicut privilege or the work-product
privilege.

#### AGREEMENT

# 1. Representations: subsidiaries percent perc

- (a) took prompt and effective action to tenninste its part in the auticompetitive activity being reported upon discovery of the activity; and
- (b) did not course any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.

- Cosperation: Expens to provide fall, continuing and complete cooperation to the Antitreet Division in connection with the sativity being reported, including, but not limited to, the following:
  - (a) providing a full exposition of all facts known to relating to the anticompetitive activity being reported;
  - (b) providing promptly, and without requirement of subposes, all documents or other items in its possession, custody or control, whenever located, requested by the Auditrust Division, to the extent not already produced;
  - (c) using its best efforts to scene the engoing, full, and truthful cooperation of the current directors, officers and employees of the end encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
  - (d) facilitating the ability of current directors, officers and employees to appear for such interviews or testimosty in connection with the enticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
  - (e) using its best efficie to ensure that current directors, officers and employees who provide information to the Amiltrust Division relevant to the emicompatitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews, and grand jury appearances and at trial:
  - (f) using its best efforts to ensure that current directors, officers and employees who provide information to the Anticrust Division relevant to the auticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
  - (a) making all reseasable efforts, to the satisfaction of the Autitrast Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which the was a participant.
- 3. Corporate Leadency: Subject to verification of representations in paragraph 1 shove, and subject to its full, continuing and complete conjugate, as described in paragraph 2 above, the Antitrost Division agrees conditionally to accept more and Part A of the Corporate Louising Program, as emplained in an Antitrost Division pourly subsensed dated August 10, 1993 (attached). Pursuant to that policy, the Antitrost Division agrees not to bring any criminal prosecution against the fact of this

letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antirust Division, although, upon request of paragraph are binding only upon the Antirust Division, although, upon request of paragraph Antirust Division will being this Agreement to the attention of other prosecuting editors or administrative agencies. If the Antirust Division at any time determines that the Antirust Division may revoke the conditional acceptance of the Antirust Division may revoke the conditional acceptance of the Into the Corporate Leniency Program, the Antirust Division may thereafter initiate a criminal prosecution against without limitation. Should such a prosecution be initiated, any documentary or other information provided by any current director, officer or employee of the Antirust Division pursuent to this Agreement, may be used against in any such prosecution.

- 4. Non-Presecutive Protection For Corporate Directors, Officers And Employees: Subject to Market Mill, continuing and complete opporation, the Antitrust Division agrees that current directors, officers and employees of the well as former market presented who do not consult or work, and have not consulted or worked since leaving, for any market entities in the who admit their imewiedge of, or participation in, and fully and truthfully ecoparate with the Antistust Division in its investigation of the anticompetitive activity being reported, shall not be presecuted criminally by the Antistust Division for any set or officers committed prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
  - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
  - (b) making himself or herself available for interviews in the United States upon the request of attempts and agents of the United States;
  - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
  - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) - (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
  - (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully, and under eath, subject to the panelties of perjury (18 U.S.C. § 1621) and making false statements of declarations in grand jury or court proceedings (18

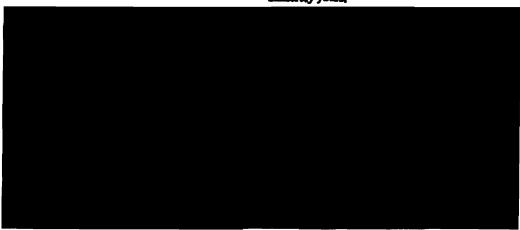
# U.S.C. § 1623), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the lateral the Antitrust Division will bring this Agreement to the attention of other properties of the complete of the appeals. In the event a current director, officer or employee of this to comply fully with his/her obligations harounder, this Agreement as it pertains to such individual shall be void, and any leniancy, immunity or non-procecution granted to such individual ender this Agreement may be revoked by the Antitrust Division. Should any leniancy, immunity or non-procecution granted be revoked, the Antitrust Division may thereafter procecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such procecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Aptitute Division and supervedes all prior undenstandings, if any, whether oral or written, relating to the subject matter hards.
- 6. Anthority And Capacity: The Assistant Division and represent and warrant each to the other that the signaturies to this Agreement on behalf of each purry hereto have all the authority and especity necessary to execute this Agreement and to bind the respective parties hereto.

The signaturies below acknowledge acceptance of the foregoing terms and conditions.







### U. S. Department of Justice

Antitrust Division

VIA FACSIMILI	<u> </u>
Dear	
	sets forth the terms and conditions of an agreement between the of the United States Department of Justice and
	parent in connection
the application has	or other conduct violative of Section 1 of the Sherman Act,  This agreement is
	AGREDOMINAT
	desires to report to the Antitrust Division possible or conduct violative of the Sherman Act in the ("the anticompetitive activity being reported").  Antitrust Division that, in connection with the anticompetitive activity
(a)	took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity;

- (b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.
- 2. Cooperation: agrees to provide full, continuing, and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:
  - (a) providing a full exposition of all facts known to relating to the anticompetitive activity being reported;
  - (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
  - (c) using its best efforts to secure the ongoing, full, and truthful cooperation of the current directors, officers, and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
  - (d) facilitating the ability of current directors, officers, and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
  - (e) using its best efforts to ensure that current directors, officers, and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly, and truthfully to all questions asked in interviews, grand jury appearances, and at trial;
  - (f) using its best efforts to ensure that current directors, officers, and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
  - making all reasonable efforts, to the satisfaction of the Antitrust
    Division, to pay restitution to any person or entity injured as a
    result of the anticompetitive activity being reported in which
    was a participant.

- Corporate Leniency: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing, and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part B of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against for any act or offense committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only when the Antitrust Division, although, upon recorded tne Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against without limitation thereafter initiate a criminal prosecution against without limitation. Should such a prosecution be initiated, any documentary or other information provided by as well as any statements or other information provided by any current director, officer, or employee of to the Antitrust Division pursuant to this Agreement, may be used against in any such prosecution.
- 4. Non-Prosecution Protection for Corporate Directors, Officers, and Employees: Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current directors, officers and employees of as of the date of this letter who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at a prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
  - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
  - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States:
  - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being

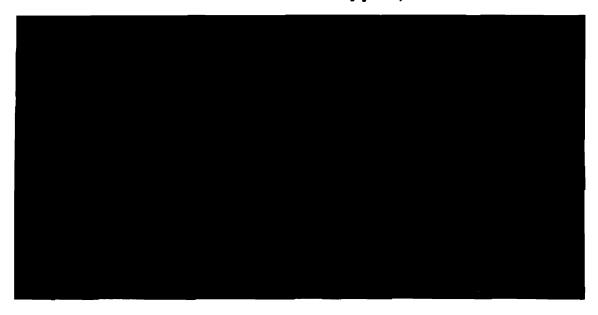
- reported, without falsely implicating any person or intentionally withholding any information;
- (d) otherwise voluntarily providing the United States with any materials or information not requested in (a)-(c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621) and making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current director, officer, or employee of the fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity, or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and and an analysis and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority and Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

#### Sincerely yours,



Attachment



#### U. S. Departme- of Justice

#### Antitrust Division

		Aikid dist Division		
Dear				
Division of in connect 1 of the Simulation The below. A application furtherance	of the Unition with pherman Anis agreem fter all of the as	ted States Department of Justice and possible for other conduct violative of Section act, 15 U.S.C. § 1, in the section and depends upon satisfying the conditions set forth these conditions are met, the Division will notify make in writing that the ingranted. It is further agreed that disclosures made by counsel for minesty application will not constitute a waiver of the attorney-client privilege is privilege.		
		AGREEMENT		
	to the An	desires to report to the Antitrust Division possible or other conduct violative of the Sherman Act in the "the anticompetitive activity being reported").		
	(a)	took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and		
	<b>(</b> b)	did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.		
	Cooperate	agrees to provide full, continuing and complete cooperation to the connection with the activity being reported, including, but not limited to, the		
	(a)	providing a full exposition of all facts known to relating to the anticompetitive activity being reported;		

- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current directors, officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current directors, officers and employees who provide information to the Autitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.

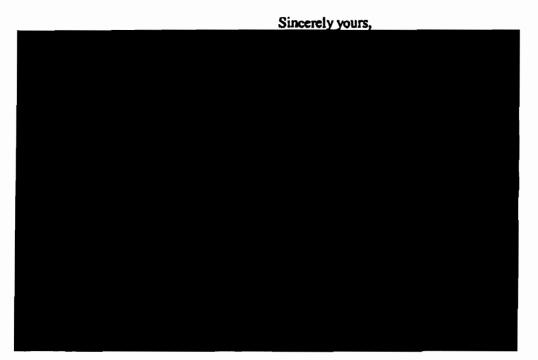
<ol><li>Corporate Leniency: Subject to verification of representations in paragraph 1</li></ol>
above, and subject to its full, continuing and complete cooperation, as described in paragraph 2
above, the Antitrust Division agrees conditionally to accept and into Part A of the Corporate
Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993
(attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal
prosecution against for any act or offense it may have committed prior to the date of this
letter in connection with the anticompetitive activity being reported.
expressly excluded from the provisions in this paragraph. The Antitrust Division expressly
reserves the right to prosecute for any criminal violations it may have
committed at any time. The commitments in this paragraph are binding only upon the Antitrust
Division, although, upon request of the Antitrust Division will bring this Agreement to the
attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any
time determines that has violated this Agreement, this Agreement shall be void, and the
Antitrust Division may revoke the conditional acceptance of the into the Corporate Leniency
Program. Should the Antitrust Division revoke the conditional acceptance of the into the
Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution

other information p	, officer or employee of to the Antitrust Division pursuant to this
Subject to function for current directors, of in, and fully and tru anticompetitive acti Division for any act	secution Protection For Corporate Directors, Officers And Employees: all, continuing and complete cooperation, the Antitrust Division agrees that ficers and employees of who admit their knowledge of, or participation thfully cooperate with the Antitrust Division in its investigation of the vity being reported, shall not be prosecuted criminally by the Antitrust or offense committed prior to the date of this letter in connection with the vity being reported. Such full and truthful cooperation shall include, but not
(a)	producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
(b)	making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
(c)	responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
(d)	otherwise voluntarily providing the United States with any materials or information, not requested in (a) - (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
(e)	when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.
	are not included in the provisions of this paragraph. The Antitrust eserves the right to prosecute former employees for their involvement in the rity being reported, including, but not limited to:  The commitments in this paragraph are binding only
this Agreement to the	ivision, although, upon the request of the Antitrust Division will bring attention of other prosecuting offices or administrative agencies. In the or, officer or employee of fails to comply fully with his/her obligations ement as it pertains to such individual shall be void, and any leniency,

immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.





## U.S. Department of Justice

#### **Antitrust Division**

Re:
Dear
On behalf of your client, your letter of requests retroactive expansion of a conditional amnesty letter
that was provided to subsidiary
by the Antitrust Division on the Chereafter letter")
Based upon your request and the representations in your letters of the
Antitrust Division agrees to the following amendments to the letter.
Mittiff USE Division agrees to the londwing amendments to the tree.
The Antitrust Division agrees that the term "Clients" as used in the
letter includes:
subsidiaries In addition, the Division agrees
that scope of the term "activity being reported" as used in letter includes
possible or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. §1, committed prior to
provision of (defined below)

ATR/FOIA-197

As used in this letter, the term	means the
following:	
With respect to the provision of	
	ph of the
letter also is expanded to include persons who were directors, of Clients as of	officers or employees
The expanded amnesty described above is subject to all limitations, and cooperation requirements of the letter.	the representations,
In addition, the Antitrust Division confirms that the amended by this letter, applies to the conduct of The Antitrust Division personnel who were officers, directors, or employees of are covered by the letter, and by this letter, for definition whether such conduct occurred the representations, limitations, and cooperation requirements and this letter.	as of fined conduct, subject to
As noted in your letter, Paragraph as originally drafted and as hereby amended, does not apply to	
The letter and the amendments herein constitute between the Antitrust Division and prior understandings, if any, whether oral or written, relating herein.	nd supersedes all
The Antitrust Division and represent to the other that the signatories to this Agreement on beh	esent and warrant half of each party

hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

